

FILED
San Diego Superior Court

MAR 05 2026

Clerk of the Superior Court
By: B. Orihuela, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ELIZABETH ARCHER, on behalf of the
State of California and other aggrieved
persons,

Plaintiff,

v.

TRIAD EDUCATION, INC., a California
corporation; SMITH CHASON
COLLEGE, INC., a corporation; SMITH
CHASON SCHOOL OF NURSING, an
unknown entity; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2024-00011838-CU-OE-CTL

PAGA REPRESENTATIVE ACTION

ASSIGNED FOR ALL PURPOSES TO
HON. WENDY M. BEHAN, DEPT. C-66

[PROPOSED] JUDGMENT

1 ~~PROPOSED~~ JUDGMENT

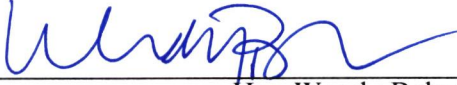
2 On November 14, 2025, this Court entered its Order Granting Plaintiff's Motion to Approve
3 PAGA Settlement ("Order"), a true and correct copy of which is attached as Exhibit A hereto.
4 Pursuant to and consistent with the Order, the Court enters this Judgment, by which the above-
5 referenced action and all claims asserted by Plaintiff individually and in a representative capacity
6 are dismissed.

7 This Judgment is intended to be a final disposition of the above-captioned action in its
8 entirety, and is intended to be immediately appealable.

9 This Court shall retain jurisdiction with respect to all matters related to the administration
10 and consummation of the settlement, and any and all claims, asserted in, arising out of, or related
11 to the subject matter of the lawsuit, including but not limited to all matters related to the settlement
12 and the determination of all controversies relating thereto.

13 IT IS SO ORDERED.

14
15 Dated: 3/5/26



Hon Wendy Behan

Exhibit A

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San Diego Superior Court

NOV 14 2025

Clerk of the Superior Court
By: B. Orihuela. Deputy

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12 Attorneys for Plaintiff

13
14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

17 ELIZABETH ARCHER, on behalf of the State of
18 California and other aggrieved persons,

19 *Plaintiff,*

20 v.

21 TRIAD EDUCATION, INC., a California
22 corporation; SMITH CHASON COLLEGE, INC.,
23 a corporation; SMITH CHASON SCHOOL OF
24 NURSING, an unknown entity; and DOES 1
25 through 10, inclusive,

26 *Defendants.*

Case No.: 37-2024-00011838-CU-OE-CTL

Assigned for all purposes to:
Hon. Wendy M. Behan
Dept. C-66

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

APPROVAL HEARING:
Date: November 14, 2025
Time: 10:15 a.m.
Dept.: C-66

1 **~~PROPOSED~~ ORDER**

2 This matter came on for hearing on November 14, 2025 at 10:15 a.m. in Department C-
3 66 of the above-entitled Court, the Honorable Wendy M. Behan presiding. Based on the
4 pleadings on record, all papers submitted in connection with Plaintiff's Notice of Motion and
5 Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's
6 Motion is GRANTED.

7 The Court approves the Private Attorneys General Act ("PAGA") Settlement Agreement
8 ("Settlement") entered into by Plaintiff Elizabeth Archer ("Plaintiff") and Defendant Smith
9 Chason College, Inc., dba Smith Chason College School of Nursing ("Defendant," and
10 collectively with Plaintiff, the "Parties"), and hereby ORDERS as follows:

11 1. Defendant shall pay the Gross Settlement Amount of \$195,000.00 according to the
12 terms of the Settlement.

13 2. The Net Settlement Amount means the Gross Settlement Amount minus the
14 following: (a) \$65,000.00 allocated to Attorneys' Fees; (b) \$14,843.05 allocated to litigation costs;
15 (c) \$4,750.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to Plaintiff
16 as a Service Award.

17 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
18 PLC, of Attorneys' Fees in the amount of Sixty-Five Thousand Dollars and
19 Zero Cents (\$65,000.00), to be paid from the Gross Settlement Amount.

20 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
21 PLC, of litigation costs in the amount of Fourteen-Thousand Eight-Hundred-
22 Forty-Three Dollars and Five Cents (\$14,843.05), to be paid from the Gross
23 Settlement Amount.

24 (c) The Court approves payment to the Settlement Administrator, Phoenix
25 Settlement Administrators ("Phoenix"), for its reasonable costs and fees to
26 administer the Settlement, not to exceed Four Thousand Seven-Hundred-
27 Fifty Dollars and Zero Cents (\$4,750.00), to be paid from the Gross
28 Settlement Amount.

1 (d) The Court approves Ten-Thousand Dollars and Zero Cents (\$10,000.00) to
2 be paid to Plaintiff as a Service Payment for her efforts as a named plaintiff
3 and representative for other PAGA Employees and the State of California,
4 to be paid from the Gross Settlement Amount.

5 3. Of the Net Settlement Amount, 75% is allocated to the California Labor &
6 Workforce Development Agency ("LWDA") and 25% is allocated to the aggrieved employees.

7 4. The "PAGA Period" is defined as the period from September 20, 2022 to March 31,
8 2024.

9 5. The "Aggrieved Employee" means a person employed by Defendant in California
10 and classified as an hourly-paid or non-exempt employee who worked for Defendant during the
11 PAGA Period. The Aggrieved Employees are bound by the release outlined in Paragraph 5.2 of
12 the Settlement Agreement.

13 6. "Effective Date" means the date by when both of the following have occurred: (a)
14 the Court enters a Judgment on the Approval Order; and (b) the Judgment is final. The Judgment
15 is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming
16 no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal
17 (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final
18 judicial approval of the Settlement.

19 7. The Court directs Defendant to fully fund the Gross Settlement Amount by
20 transmitting the funds to the Settlement Administrator no later than 21 days after the Effective
21 Date.

22 8. The Settlement Administrator will calculate each Individual PAGA Payment as
23 follows: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by
24 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
25 PAGA Period; and (b) multiplying the result in Part A by each Aggrieved Employee's PAGA
26 Period Pay Periods.

27 9. The Court directs the Parties and the Settlement Administrator to carry out the terms
28 of the Settlement.

1 10. Under California Code of Civil Procedure section 664.6, the Court retains
2 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
3 terms.

4 11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
5 days of the entry of the Order.

6 12. The above-referenced action and all claims asserted by Plaintiff individually and in
7 a representative capacity are hereby dismissed with prejudice.

8 13. Plaintiff shall give notice.

9 DATE: 11/14/25


Honorable Hon. Wendy M. Behan,
San Diego County Superior Court Judge

PROOF OF SERVICE

Archer v. Triad Education, Inc., et al.
37-2024-00011838-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On **December 26, 2025**, I served the foregoing, **[PROPOSED] JUDGMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Grace Y. Horoupian (SBN 180337)
ghoroupian@fisherphillips.com
Tuan Nguyen (SBN 312153)
tnguyen@fisherphillips.com

FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 798-2115
Facsimile: (949) 851-0152

Attorneys for Defendants Triad Education, Inc. & Smith Chason College, Inc.

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

Smith Chason School of Nursing
3580 Wilshire Blvd., 4th Floor
Los Angeles, California 90010

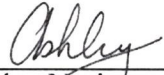
Defendant Smith Chason School of Nursing

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection

1 and processing of correspondence for mailing with the United States Postal Service, and
2 that the correspondence shall be deposited with the United States Postal Service the same
day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

3 I declare under the penalty of perjury under the laws of the State of California, that the
4 foregoing is true and correct.

5 Executed this **December 26, 2025** at Los Angeles, California.

6 
7 _____
Ashley Narinyans